

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
PALM BEACH DIVISION

CASE NO. 9:24-cv-80499-RLR

JTC SKYWAVE INVESTMENTS, LTD,
and HARALD McPIKE,

Plaintiffs,

v.

ANDREW N. MART, DEANNA BOIES,
LUMINESCENCE LLC, LUMINESCENCE
LLC, and LUMINASTRA, LLC,

Defendants.

DECLARATION OF DEANNA BOIES

I, Deanna Boies, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am over the age of eighteen (18) years, am competent to furnish this declaration, and do so based upon my personal knowledge of the facts and personal involvement in the matters stated herein.
2. As I have previously declared, I am a fulltime resident of Illinois. I supplement my previous May 7, 2024 declaration in specific response to contentions Plaintiffs include in their Response Memorandum to Defendants' Motion to Dismiss, ECF No. 25, and to corroborate facts I previously declared.
3. Consistent with my previously declaration, I moved to Illinois on in August 2019. Attached as Exhibit 1 is a true and correct copy of an account ledger for my payments for my residence in Illinois located at 1351 Ivy Lane, Apartment # 103, Naperville Illinois 60563 (the "Account Ledger").

CASE NO.: 9:24-cv-80499-RLR

4. The column Unit shows "51-103" which corresponds to 1351 Ivy Lane, Apartment # 103 of the Arbors of Brookdale community in Naperville, Illinois.
5. My utilities were paid through the Arbors of Brookdale community as reflected in the Account ledger.
6. Attached as Exhibit 2 is a true and correct copy of my receipt from U-Haul for my move to Illinois from Florida on August 2, 2019.
7. I executed the Call Option Agreement, ECF No. 1-3, in Illinois.
8. As admitted in the Complaint, I have continued to reside in Illinois through the date of this declaration.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 26, 2024

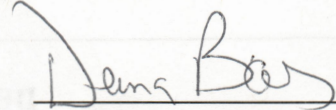

Deanna Boies

EXHIBIT 1 (REDACTED)

ACCOUNT LEDGER WITHOUT LOSS

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Apartment Management Consultants - **Arbors of Brookdale**

Parameters: T00001371 Transactions Dated From:1/1/1900 to 12/31/2099

Name :	Boies, Deanna	Applied :	05/21/2019	
Address :	55662 Radcliff Rd	Moved In :	06/04/2019	Moved Out :
	Naperville, IL 60563	Lease Start :	06/04/2019	06/30/2020
Resident I.D.:	T00001371	Lease End :	06/30/2020	

Unit	Date	Document	Description	Period	Charge	Credit	Running Total	Balance
51-103	05/21/2019	:	CH APPF - Deanna boies	201905	65.00		65.00	0
51-103	05/21/2019	:	CI NREF - Deanna boies	201905	300.00		365.00	0
51-103	05/21/2019	:	CK PAYI - One Time Paylease Integration Fee	201905	5.00		370.00	0
51-103	05/21/2019	:	CK PAYL - One Time Paylease Activation Fee	201905	5.00		375.00	0
51-103	05/21/2019	148124728:	PZ PCCO - AMCRentPay.com Payment	201905		375.00	0.00	0
51-103	06/04/2019	:	CI PETF - Pet Fees Or Charges	201906	45.00		45.00	0
51-103	06/04/2019	:	CA RENT - Rent	201906	1607.00		1652.00	0
51-103	06/04/2019	9156634328:	PZ PMTO - Payment n Behalf of [REDACTED]	2019060401		2102.00	-450.00	0
51-103	06/04/2019	:	CI PETF - Non-Refundable Pet Fee(s)	201906	450.00		0.00	0
51-103	06/26/2019	:	CH APPF - Additional Applicant	201906	25.00		25.00	0
51-103	06/26/2019	1077:	PZ PMTO - Payment n Behalf of [REDACTED]	2019062601		25.00	0.00	0
51-103	07/01/2019	:	CA RENT - Rent	201907	1785.00		1785.00	0
51-103	07/01/2019	:	CI PETF - Pet Fees Or Charges	201907	50.00		1835.00	0
51-103	07/01/2019	1076:	PZ PMTO - [REDACTED]	2019070101		1835.00	0.00	0
51-103	08/01/2019	:	CA RENT - Rent	201908	1785.00		1785.00	0
51-103	08/01/2019	:	CI PETF - Pet Fees Or Charges	201908	50.00		1835.00	0
51-103	08/01/2019	:	CK UBCH - C.A.M. Fee 060419-063019	201908	30.17		1865.17	0
51-103	08/01/2019	:	CK UBS - Sewer 060419-063019	201908	10.93		1876.10	0
51-103	08/01/2019	:	CK UBSS - service fee 060419-063019	201908	5.50		1881.60	0
51-103	08/01/2019	:	CK UBSS - setup fee 060419-063019	201908	15.00		1896.60	0
51-103	08/01/2019	:	CK UBT - Trash 060419-063019	201908	13.05		1909.65	0
51-103	08/01/2019	:	CK UBW - Water 060419-063019	201908	21.27		1930.92	0
51-103	08/01/2019	101:	PZ PMT - [REDACTED]	2019080101		1835.00	95.92	0
51-103	08/01/2019	102:	PZ PMT - [REDACTED]	2019080102		95.92	0.00	0
51-103	09/01/2019	:	CA RENT - Rent	201909	1785.00		1785.00	0
51-103	09/01/2019	:	CI PETF - Pet Fees Or Charges	201909	50.00		1835.00	0

ACCOUNT LEDGER WITHOUT LOSS

Apartment Management Consultants - **Arbors of Brookdale**

Parameters: T00001371 Transactions Dated From:1/1/1900 to 12/31/2099

51-103	09/01/2019	:	CK UBCH - C.A.M. Fee 070119-073119	201909	33.34	1868.34	0
51-103	09/01/2019	:	CK UBS - Sewer 070119- 073119	201909	13.17	1881.51	0
51-103	09/01/2019	:	CK UBSS - service fee 070119-073119	201909	5.50	1887.01	0
51-103	09/01/2019	:	CK UBT - Trash 070119- 073119	201909	14.50	1901.51	0
51-103	09/01/2019	:	CK UBW - Water 070119- 073119	201909	29.91	1931.42	0
51-103	09/01/2019	106:	PZ PMT - [REDACTED]	20190901 04	96.42	1835.00	0
51-103	09/01/2019	105:	PZ PMT - [REDACTED]	20190901 04	1835.00	0.00	0
51-103	10/01/2019	:	CA RENT - Rent	201910	1785.00	1785.00	0
51-103	10/01/2019	:	CI PETF - Pet Fees Or Charges	201910	50.00	1835.00	0
51-103	10/01/2019	:	CK UBCH - C.A.M. Fee 080119-083119	201910	33.35	1868.35	0
51-103	10/01/2019	:	CK UBS - Sewer 080119- 083119	201910	13.12	1881.47	0
51-103	10/01/2019	:	CK UBSS - service fee 080119-083119	201910	5.50	1886.97	0
51-103	10/01/2019	:	CK UBT - Trash 080119- 083119	201910	14.50	1901.47	0
51-103	10/01/2019	:	CK UBW - Water 080119- 083119	201910	29.80	1931.27	0
51-103	10/02/2019	110:	PZ PMT - Boies, Deanna	20191002 02	96.27	1835.00	0
51-103	10/02/2019	109:	PZ PMT - Boies, Deanna	20191002 02	1835.00	0.00	0
51-103	11/01/2019	:	CA RENT - Rent	201911	1785.00	1785.00	0
51-103	11/01/2019	:	CI PETF - Pet Fees Or Charges	201911	50.00	1835.00	0
51-103	11/01/2019	:	CK UBCH - C.A.M. Fee 090119-093019	201911	33.73	1868.73	0
51-103	11/01/2019	:	CK UBS - Sewer 090119- 093019	201911	12.97	1881.70	0
51-103	11/01/2019	:	CK UBSS - service fee 090119-093019	201911	5.50	1887.20	0
51-103	11/01/2019	:	CK UBT - Trash 090119- 093019	201911	14.50	1901.70	0
51-103	11/01/2019	:	CK UBW - Water 090119- 093019	201911	29.45	1931.15	0
51-103	11/01/2019	117:	PZ PMT - Boies, Deanna	20191101 01	1835.00	96.15	0
51-103	11/01/2019	118:	PZ PMT - Boies, Deanna	20191101 01	96.15	0.00	0
51-103	12/01/2019	:	CA RENT - Rent	201912	1785.00	1785.00	0
51-103	12/01/2019	:	CI PETF - Pet Fees Or Charges	201912	50.00	1835.00	0
51-103	12/01/2019	:	CK UBCH - C.A.M. Fee 100119-103119	201912	34.12	1869.12	0
51-103	12/01/2019	:	CK UBS - Sewer 100119- 103119	201912	12.42	1881.54	0

ACCOUNT LEDGER WITHOUT LOSS

Apartment Management Consultants - **Arbors of Brookdale**

Parameters: T00001371 Transactions Dated From:1/1/1900 to 12/31/2099

51-103	12/01/2019	:	CK UBSS - service fee 100119-103119	201912	5.50	1887.04	0
51-103	12/01/2019	:	CK UBT - Trash 100119-103119	201912	14.50	1901.54	0
51-103	12/01/2019	:	CK UBW - Water 100119-103119	201912	28.23	1929.77	0
51-103	12/02/2019	121:	PZ PMT - Boies, Deanna	2019120201	94.22	1835.55	0
51-103	12/02/2019	120:	PZ PMT - Boies, Deanna	2019120201	1835.55	0.00	0
51-103	12/02/2019	120: incorrect amount	PZ PMT - REVERSE: Boies, Deanna	2019120202	-1835.55	1835.55	0
51-103	12/02/2019	120:	PZ PMT - Boies, Deanna	2019120202	1835.00	0.55	0
51-103	12/02/2019	120: correcting batch	PZ PMT - REVERSE: Boies, Deanna	2019120202	-1835.00	1835.55	0
51-103	12/03/2019	120*:	PZ PMT - Boies, Deanna	2019120301	1835.00	0.55	0
51-103	12/05/2019	25868943235:	PZ PMTM - Payment By Money Order	2019120501	382.26	-381.71	0
51-103	12/05/2019	25868943224:	PZ PMTM - Payment By Money Order	2019120501	1000.00	-1381.71	0
51-103	01/01/2020	:	CK UBCH - C.A.M. Fee 110119-113019	202001	34.24	-1347.47	0
51-103	01/01/2020	:	CK UBS - Sewer 110119-113019	202001	11.21	-1336.26	0
51-103	01/01/2020	:	CK UBSS - service fee 110119-113019	202001	5.50	-1330.76	0
51-103	01/01/2020	:	CK UBT - Trash 110119-113019	202001	14.50	-1316.26	0
51-103	01/01/2020	:	CK UBW - Water 110119-113019	202001	25.02	-1291.24	0
51-103	01/01/2020	:	CA RENT - Rent	202001	1785.00	493.76	0
51-103	01/01/2020	:	CI PETF - Pet Fees Or Charges	202001	50.00	543.76	0
51-103	01/02/2020	126:	PZ PMT - Boies, Deanna	2020010201	1835.00	-1291.24	0
51-103	01/02/2020	127:	PZ PMT - Boies, Deanna	2020010201	90.37	-1381.61	0
51-103	01/07/2020	25868943235:	PZ PMTM - Payment By Money Order	2020010701	-382.26	-999.35	0
51-103	01/07/2020	25868943224:	PZ PMTM - Payment By Money Order	2020010701	-1000.00	0.65	0
51-103	02/01/2020	:	CA RENT - Rent	202002	1785.00	1785.65	0
51-103	02/01/2020	:	CI PETF - Pet Fees Or Charges	202002	50.00	1835.65	0
51-103	02/01/2020	:	CK UBCH - C.A.M. Fee 120119-123119	202002	34.89	1870.54	0
51-103	02/01/2020	:	CK UBS - Sewer 120119-123119	202002	11.33	1881.87	0
51-103	02/01/2020	:	CK UBSS - service fee 120119-123119	202002	5.50	1887.37	0
51-103	02/01/2020	:	CK UBT - Trash 120119-123119	202002	14.50	1901.87	0
51-103	02/01/2020	:	CK UBW - Water 120119-123119	202002	24.08	1925.95	0

ACCOUNT LEDGER WITHOUT LOSS

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Apartment Management Consultants - **Arbors of Brookdale**

Parameters: T00001371 Transactions Dated From:1/1/1900 to 12/31/2099

51-103	02/03/2020	134:	PZ PMT - [REDACTED]	2020020301	90.30	1835.65	0
51-103	02/03/2020	133:	PZ PMT - [REDACTED]	2020020301	1835.00	0.65	0
51-103	03/01/2020	:	CA RENT - Rent	202003	1785.00	1785.65	0
51-103	03/01/2020	:	CI PETF - Pet Fees Or Charges	202003	50.00	1835.65	0
51-103	03/01/2020	:	CK UBCH - C.A.M. Fee 010120-013120	202003	34.99	1870.64	0
51-103	03/01/2020	:	CK UBS - Sewer 010120-013120	202003	11.66	1882.30	0
51-103	03/01/2020	:	CK UBSS - service fee 010120-013120	202003	5.50	1887.80	0
51-103	03/01/2020	:	CK UBT - Trash 010120-013120	202003	14.50	1902.30	0
51-103	03/01/2020	:	CK UBW - Water 010120-013120	202003	26.49	1928.79	0
51-103	03/02/2020	138:	PZ PMT - [REDACTED]	2020030201	93.14	1835.65	0
51-103	03/02/2020	137:	PZ PMT - [REDACTED]	2020030201	1835.00	0.65	0
51-103	03/20/2020	180488798:	PZ PCCO - AMCRentPay.com Payment	202003	1835.65	-1835.00	0
51-103	04/01/2020	:	CA RENT - Rent	202004	1785.00	-50.00	0
51-103	04/01/2020	:	CI PETF - Pet Fees Or Charges	202004	50.00	0.00	0
51-103	04/01/2020	:	CK UBCH - CAM / HOA 020120-022920	202004	35.13	35.13	0
51-103	04/01/2020	:	CK UBT - Trash 020120-022920	202004	14.56	49.69	0
51-103	04/01/2020	:	CK UBSS - Service/S 020120-022920	202004	5.50	55.19	0
51-103	04/01/2020	:	CK UBW - Water 020120-022920	202004	29.38	84.57	0
51-103	04/01/2020	:	CK UBS - Sewer 020120-022920	202004	13.53	98.10	0
51-103	04/01/2020	145:	PZ PMT - [REDACTED]	2020040105	98.10	0.00	0
51-103	04/09/2020	:	CH APPF - Application Fee	202004	75.00	75.00	0
51-103	04/09/2020	183359755:	PZ PCCO - AMCRentPay.com Payment	202004	75.00	0.00	0
51-103	05/01/2020	:	CA RENT - Rent	202005	1785.00	1785.00	0
51-103	05/01/2020	:	CI PETF - Pet Fees Or Charges	202005	50.00	1835.00	0
51-103	05/01/2020	:	CK UBCH - C.A.M. Fe 030120-033120	202005	35.30	1870.30	0
51-103	05/01/2020	:	CK UBT - Trash 030120-033120	202005	14.50	1884.80	0
51-103	05/01/2020	:	CK UBSS - service f 030120-033120	202005	5.50	1890.30	0
51-103	05/01/2020	:	CK UBW - Water 030120-033120	202005	26.24	1916.54	0
51-103	05/01/2020	:	CK UBS - Sewer 030120-033120	202005	12.85	1929.39	0
51-103	05/03/2020	146:	PZ PMT - [REDACTED]	2020050301	94.39	1835.00	0

ACCOUNT LEDGER WITHOUT LOSS

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Apartment Management Consultants - **Arbors of Brookdale**

Parameters: T00001371 Transactions Dated From:1/1/1900 to 12/31/2099

51-103	05/03/2020	147:	PZ PMT - [REDACTED]	2020050301	1835.00	0.00	0
51-103	06/01/2020	:	CA RENT - Rent	202006	1785.00	1785.00	0
51-103	06/01/2020	:	CI PETF - Pet Fees Or Charges	202006	50.00	1835.00	0
51-103	06/01/2020	:	CK UBCH - C.A.M. Fe 040120-043020	202006	35.44	1870.44	0
51-103	06/01/2020	:	CK UBT - Trash 040120-043020	202006	14.50	1884.94	0
51-103	06/01/2020	:	CK UBSS - service f 040120-043020	202006	5.50	1890.44	0
51-103	06/01/2020	:	CK UBW - Water 040120-043020	202006	26.88	1917.32	0
51-103	06/01/2020	:	CK UBS - Sewer 040120-043020	202006	12.55	1929.87	0
51-103	06/02/2020	149:	PZ PMT - Deanna Boies	2020060201	94.87	1835.00	0
51-103	06/02/2020	148:	PZ PMT - [REDACTED]	2020060201	1835.00	0.00	0
51-103	06/30/2020	:	CI PETF - Pet Fees Or Charges	202006	0.00	0.00	0
51-103	06/30/2020	:	CA RENT - Rent	202006	0.00	0.00	0
51-103	06/30/2020	7:	PY IDEP - Interest On Deposit	202006	0.16	-0.16	0
51-103	06/30/2020	8:	CK UTIL - RUBS Utility	202006	105.69	105.53	0
51-103	06/30/2020	8:	CK UTIL - RUBS Utility	202006	91.31	196.84	0
51-103	06/30/2020	11:	PS EDAP - Apply Deposit To Charges Due	202006	196.84	0.00	0

EXHIBIT 2 (REDACTED)

U-HAUL® Your moving and storage resource.
[Careers](#)
[Become a Dealer](#)
[Locations](#)
[Cart](#)
[Sign In / Orders](#)
[Trucks](#)
[Trailers & Towing](#)
[U-Box® Containers](#)
[Storage](#)
[Boxes & Packing Supplies](#)
[Moving Labor](#)
[Hitches & Accessories](#)
[Print this page](#)**U-HAUL® Equipment Contract****One-Way Rental (Out)**
Contract No: 93164
Friday, August 2, 2019 4:22 PM
Equipment:
 AV 0059C
 (3) [REDACTED] A
 D [REDACTED] 1025
 dr [REDACTED] (at.com)

Dispatched From: 871063
Safe Protection: (NO)
Roadside Assistance:
Customer Name:
 Deanna Boies
 5 S 662 RADCLIFF RD
 Naperville, IL 60563

Renting Location:
 U-HAUL AT FLORIDA STATE UNIVERSITY -
 (871063)
 2201 W TENNESSEE ST
 TALLAHASSEE, FL 32304
 (850) 576-1159

U-Haul App

Authorized Driver(s): Deanna Boies

Towing Vehicle: 2018 Honda CR-V 4DR All Wheel Drive Gas 2.4L 4 cyl.
 • I understand that I must not exceed the recommended allowed cargo weight of 1000 pounds.
 • I agree that only the "Towing Vehicle" listed on the contract will be used to tow U-Haul Equipment.

Drop Off Equipment At:
 MISTER KWIKS
 Call (630) 369-0067 when you arrive in NAPERVILLE, IL
Drop Off Address:
 669 N WASHINGTON ST
 NAPERVILLE, IL 60563
 (630) 369-0067

Due Date/Time: 8/7/2019 4:19 PM
Days Allowed: 5

Destination:
 NAPERVILLE, IL

Extra day rate for the AV \$20.00 per day.

Equipment	Mi Out	Coverage	Rental Charge	Total Charges:
AV0059C TPX0172-OH		--	\$131.00	\$131.00

REGULAR CHECK-IN - EMAIL ON FILE
Card Type: Account: Type: Ref No.: Approved:
 Visa XXXX-XXXX-XXXX-XXXX Payment 82 [REDACTED] 029 092216
Entry Method: Manual **Application Label:** Visa **Merchant ID:** 4445013276386

Subtotal: \$131.00
Rental Tax: \$9.82
Total Rental Charges: \$140.82
Credit Card Payment: \$140.82
Net Paid Today: \$140.82

- SafeTow Declined for Equipment AV0059C.
- Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due, (including costs for damage to the property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with section 812.155, Florida statutes.
- I agree to indemnify, defend and hold harmless U-Haul from and against all claims, damages and expenses resulting from the use of this equipment, including any fraudulent use.
- Customer understands Equipment must be returned to the drop-off location listed above, or, if none listed, Customer must call the drop-off number above.
- Customer understands Equipment is water resistant and not waterproof.
- Customer agrees they have received and are responsible for fully reading, understanding, and complying with applicable U-Haul User Instructions before and while operating Equipment.
- CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS U-HAUL EQUIPMENT CONTRACT IS SUBJECT TO THE U-HAUL ARBITRATION AGREEMENT HEREBY INCORPORATED BY REFERENCE AND AVAILABLE AT U-HAUL.COM/LEGAL/ARBITRATION OR FROM THEIR LOCAL U-HAUL REPRESENTATIVE. THAT GOVERNS ANY DISPUTES BETWEEN THEM AND U-HAUL. THIS ARBITRATION AGREEMENT WILL: 1) ELIMINATE CUSTOMER'S RIGHT TO A JURY TRIAL AND 2) SUBSTANTIALLY AFFECT CUSTOMER'S RIGHTS, INCLUDING PREVENTING CUSTOMER FROM BRINGING, JOINING, OR PARTICIPATING IN CLASS ACTION OR CONSOLIDATED PROCEEDINGS. CUSTOMER ACKNOWLEDGES THE APPLICABLE U-HAUL ARBITRATION AGREEMENT IS THAT WHICH IS IN EFFECT AS OF THE DATE OF THIS TRANSACTION.
- Customer acknowledges they have received, understand, and agree to all terms and conditions of this U-Haul Equipment Contract and the Rental Contract Addendum.
- The failure to timely return Equipment as stated herein shall be a material breach and shall constitute theft, conversion, or another crime subject to applicable law. If Company is required to recover Equipment, Company will provide Customer notice at their provided contact information. Upon service of notice, Customer shall contact Company within 72 hours to remove any Cargo. If Customer does not contact Company within that time, Customer agrees Company will dispose of all Cargo at Company's sole discretion and cost.
- "AUTHORIZED DRIVER" - Any driver listed on the U-Haul Equipment Contract as authorized by Company to operate Equipment. "UNAUTHORIZED DRIVER" - Anyone NOT listed on the U-Haul Equipment Contract as an "Authorized Driver."
- Customer acknowledges they received a text/email to their provided contact information, which provides Customer the opportunity to acknowledge Equipment's condition, cleanliness, mileage, license plate, and fuel at the time of the rental. If Customer does not respond, Customer hereby accepts Equipment as represented in the text/email. Customer agrees they are responsible for any and all damage, cleaning, mileage, and fuel charges as determined by Company upon return of Equipment.

Mckenzy E

X

Deanna Boies

U-Haul Signature - (Mckenzy E)

Questions or need help? Call me, [REDACTED] 59
 69461001(AJ) 07/21
 PointOfSale

U-HAUL® Receipt**One-Way Return (In)**Contract No: 64
Monday, August 5, 2019 7:33 AMMISTER KWIKS
12337669 N WASHINGTON ST
NAPERVILLE, IL 60563

I 67

Customer Name:
Deanna Boies
5 S 662 RADCLIFF RD
Naperville, IL 60563Cust Ph - FMail:
ar.com

Authorized Driver(s): Deanna Boies

Rental Date/Time: 8/2/2019 4:22 PM

Return Date/Time: 8/5/2019 7:33 AM

Dispatching Location: 671063

Days Allowed: 5

Trailer Details:	Amount
Trailer: - AV0859C	
Total Trailer Charges	\$0.00

Total Equipment Charges:	Amount
Subtotal:	\$0.00
Rental Tax:	\$0.00
Grand Total:	\$0.00

Net Paid Today \$0.00

- Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due, (including costs for damage to the property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with section 812.155, Florida statutes.
- I agree to indemnify, defend and hold harmless U-Haul from and against all claims, damages and expenses resulting from the use of this equipment, including any fraudulent use.
- I confirm that during the term of my rental there was not an accident involving the rented U-Haul equipment and no incidence where this equipment struck or otherwise caused damage to any person or property either while on a public road or private property. There was no injury or damage sustained by me or any other drivers or passengers of this equipment.

12337

X

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